

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

Date **JUL 2 1981**

Fee \$ **10.00**

KENDOR P. JONES

ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. **10012-B** Filed 1420

ICC Washington, D.C.

JUL -2 1981 12:12 PM

June 29, 1981

INTERSTATE COMMERCE COMMISSION

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

Re: Equipment Trust Agreement, dated as of December 1, 1978, as amended by a First Supplemental Agreement, dated as of April 1, 1980, between Chemical Bank, Trustee, and Union Pacific Railroad Company, (Recordation Nos. 10012 and 10012-A)

Dear Mrs. Mergenovich:

Enclosed herewith are executed counterparts of a Termination Agreement and Bill of Sale, dated June 25, 1981, between Chemical Bank, as Trustee, and Union Pacific Railroad Company, amending the above captioned Equipment Trust Agreement and terminating the trust thereunder.

After filing and recordation, the second counterpart should be returned to the undersigned or given to the bearer of this letter.

Also enclosed is a check in the amount of \$10 payable to the order of the Commission in payment of the fee associated with the filing and recordation of this document.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

Counterpart - S.P.R.

RECEIVED
JUL 2 12 08 PM '81
FEE COLLECTED

Interstate Commerce Commission
Washington, D.C. 20423

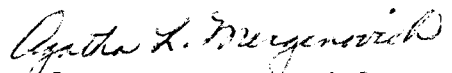
OFFICE OF THE SECRETARY

Kendor P. Jones
Union Pacific Railroad Co.
345 Park Avenue
New York, New York 10022

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/2/81 at 12:15PM , and assigned re-recording number(s). 10012-B

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

TERMINATION AGREEMENT and BILL OF SALE, dated June 25 1981, between CHEMICAL BANK, a New York corporation (hereinafter called the Trustee), and UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called the Company).

RECORDATION NO. 10012-4
JUL - 2 1981 1:14 PM
INTERSTATE COMMERCE COMMISSION

W I T N E S S E T H :

WHEREAS, the Trustee and the Company have heretofore entered into an Equipment Trust Agreement, dated as of December 1, 1978, which was filed and recorded with the Interstate Commerce Commission (the "Commission") pursuant to Section 20c of the Interstate Commerce Act on January 10, 1979 and assigned Recordation No. 10012, and a First Supplemental Agreement to such Equipment Trust Agreement, dated as of April 1, 1980, which was filed and recorded with the Commission pursuant to 49 U.S.C. §11303 on May 16, 1980 and assigned Recordation No. 10012-A (as so amended, the "Agreement"); and

WHEREAS, Section 9.4 of the Agreement provides that the Company and the Trustee may, in the event that no equipment trust certificates have been issued or are outstanding under the Agreement, amend, supplement or delete any of the provisions of the Agreement or terminate it in whole or in part; and

WHEREAS, no equipment trust certificates have been issued or are outstanding under the Agreement as of the date hereof, and the Company and the Trustee desire to execute and deliver this Termination Agreement and Bill of Sale, in accordance with the provisions of the Agreement, for the purpose of terminating the Agreement and conveying title to the Trust Equipment covered thereby to the Company;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that:

1. The Agreement is terminated, in whole, effective at the close of business on June 25, 1981 (the "Termination Date").

2. The Trustee hereby grants, bargains, sells and conveys to the Company, effective the Termination Date, the Trust Equipment subject to the terms of the Agreement (the "Equipment"), described in Schedule A thereto and hereto, free and clear of any liens and encumbrances created by it, it being understood that the Trustee makes no other representations and warranties, expressed or implied, with respect to any other liens or with respect to any other matters relating to the Equipment and makes no representations and warranties, expressed or implied, with respect to its title to the Equipment or to the absence of any defects in such title.

3. The Company's indemnities set forth in Section 5.10 of the Agreement shall survive the termination thereof and shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their officers thereunto duly authorized and their corporate seals, duly attested, to be hereunto

affixed as of the day and year first above written.

CHEMICAL BANK,

Trustee

By 
Senior Trust Officer

ATTEST:

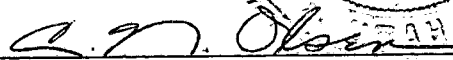

Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

[SEAL]

By 
Senior Vice President-Finance

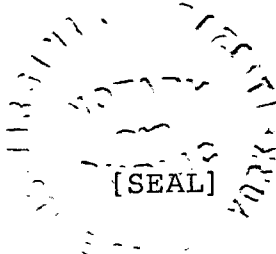
ATTEST:


Secretary



STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 25th day of June, 1981, before me personally appeared F. J. FARRELL, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


[SEAL]

Virginia Barazotti

Notary Public

VIRGINIA BARAZOTTI
Notary Public, State of New York
No. 41-4734647
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1983

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 25th day of June, 1981, before me personally appeared W. F. SURETTE, to me personally known, who, being by me duly sworn, says that he is Senior Vice President-Finance of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kendor P. Jones

Notary Public

KENDOR P. JONES
Notary Public, State of New York
No. 31-7115525
Qualified in New York County
Commission Expires March 30, 1982

[SEAL]



SCHEDULE A
Description of Trust Equipment

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
60	3000 HP SD-40-2 Diesel-electric road freight locomotives, General Motors Corporation (Electro-Motive Division), builder, to be numbered UP 3514 to UP 3573, both inclusive	\$655,000	\$39,300,000
16	3000 HP C30-7 Diesel-electric road freight locomotives, General Electric Company, builder, to be numbered UP 2444 to UP 2459, both inclusive	685,000	10,960,000
400	100-ton, 4600 cu. ft. capacity, covered hopper cars, Class CH-100-38, Amcar Division, ACF Industries, Inc., builder, to be numbered UP 78750 to UP 79149, both inclusive	37,075	14,830,000
330	100-ton, 3625 cu. ft. capacity, open top hopper cars, Class H-100-19, Union Pacific Railroad Company, builder, to be numbered UP 40450 to UP 40779, both inclusive	31,425	10,370,250
TOTAL			<u>\$75,460,250</u>